INTERNATIONAL LAW—CESSION OF TERRITORY—EFFECT UPON NATIONALITY OF INHABITANTS.—The plaintiff was born in 1881 in Dobritch, then in Bulgaria. In 1902 he removed to France permanently. In 1913 under the treaty of Bucharest terminating the second Balkan war, Dobritch, by a rectification of frontiers, was ceded to Rumania. Subsequently he had received Rumanian passports. The defendant objected to the prosecution of the suit on the ground that the plaintiff was of Bulgarian nationality, hence an alien enemy. *Held,* that the action could not be maintained. *Burgard v. Mair* (*Tribunal Civil de Saint Etienne,* June 7, 1916) reported in (1917) 44 CLUNET 193.

The opinion states that while birth in the territory conferred nationality, cession of the territory, being but a rectification of frontiers, did not change the nationality of those not actually domiciled in it, *i. e.,* of those domiciled abroad. It would seem that had it involved the cession of a geographical province or of a state, instead of a small undefined portion of territory, it might have carried with it a change of nationality of those born in it, even though domiciled abroad. No other case presenting the same problem has been found in the reports or literature examined.

INTERNATIONAL LAW—MILITARY OCCUPATION OF ENEMY TERRITORY—SUBSTITUTION OF AUTHORITY OF OCCUPANT.—The defendant, who was arrested in a part of Russian Poland occupied by Germany, was tried in Germany. He claimed that he was held illegally, having been taken into Germany without extradition proceedings and without consent of the Russian authorities. *Held,* that his arrest and trial were lawful, because while occupied enemy territory remains enemy and does not become national territory by the occupation, the occupant exercises jurisdiction therein in matters of public law in substitution for the replaced authority of the original sovereign and this jurisdiction warrants the arrest of criminal offenders there and their trial in the national courts of the occupant without any necessity for extradition proceedings. *Judgment IV. 407/15* (Supreme Court of Germany in Criminal Cases, July 26, 1915) reported in (1916) 21 DEUTSCHE JURISTENZEITUNG 134, also reported in (1917) 44 CLUNET 260.

STATUTE OF FRAUDS—PART PERFORMANCE—PAYMENT OF RENT IN ADVANCE.—The defendant made a verbal agreement to grant a lease of a farm to the plaintiff. The latter, who had not taken possession of the farm, paid an installment of rent in advance. In an action for specific performance of the agreement the defendant pleaded the Statute of Frauds. *Held,* that the payment of rent without taking possession did not remove the case from the operation of the Statute. *Chaprione v. Lambert* (C. A.) [1917] 2 Ch. 356.

This is the first decision on the point in the English Court of Appeals and follows and approves *Thursly v. Eccles* (1900) 49 W. R. 281. It has, of course, been long settled that the mere payment of the purchase price is not a sufficient act of part performance to entitle the purchaser to specific performance of an oral contract.

TELEGRAPHS AND TELEPHONES—DISCRIMINATION—EXCHANGE OF SERVICES WITH RAILROAD.—In 1888 the defendant telegraph company contracted for an exchange of services with the plaintiff railroad company. The contract provided for two kinds of service by the telegraph company, "on-line" service, being the carrying of messages for the railroad company along the common line of the two companies, and "off-line" service, being the carrying of messages to points beyond the line of the railroad. The 1910 amendment to the Interstate Commerce Act brought telegraph companies within the operation of the

Act and forbad discrimination, with a proviso that nothing in the Act should prevent telegraph companies from entering into contracts with common carriers for the exchange of services. Thereafter the telegraph company refused to convey "off-line" messages at less than its rates to the general public. The plaintiff sought to compel the defendant to perform its contract. *Held,* that the contract was invalid as to "off-line service" at less than the rates to the public. *Chicago G. W. R. R. Co. v. Postal Telegraph Cable Co.* (1917, N. D. Ill.) 245 Fed. 592.

The opinion contains a careful review of the legislation and authorities bearing on the point. A contrary ruling was made in *Baltimore & Ohio R. R. Co. v. Western U. T. Co.* (1917, S. D., N. Y.) 241 Fed. 162,—a decision which is said in the principal case to have been affirmed by the Circuit Court of Appeals for the Second District.

TORTS—LABOR UNIONS—INJUNCTION AGAINST ATTEMPTING TO UNIONIZE MINE BY PEACEFUL MEANS.—The plaintiff, owner of a coal mine in West Virginia, asked an injunction to restrain the officers and agents of the United Mine Workers of America from taking steps to "unionize" the plaintiff's mine without its consent. The employees of the plaintiff were working under contracts permitting them to withdraw from the plaintiff's employ at any time, and on the understanding that if they joined the United Mine Workers they were to cease working for the plaintiff. The acts of the officers and agents of the union consisted in: (1) peacefully urging the plaintiff's employees to join or to agree to join the union; (2) getting those who agreed to join, but who had not formally joined, to remain at work and to conceal the fact that they had agreed to join; (3) certain acts described by the court as going beyond "mere persuasion" and amounting to "deception and abuse," "misrepresentation, deceptive statements, and threats of pecuniary loss," but not including intimidation or threats of physical injury. The jurisdiction of the federal court depended entirely upon diversity of citizenship. *Held,* that the acts of the defendants were illegal under the common law of West Virginia and should be enjoined. Brandeis, Holmes and Clarke, JJ., *dissenting. Hitchman Coal & Coke Co. v. Mitchell* (1917) 38 Sup. Ct. 65.

The decision reverses that of the United States Circuit Court of Appeals, reported in 214 Fed. 685, and with slight modifications restores that of the District Court, reported in 202 Fed. 512. A discussion of this case will appear next month.

WORKMEN'S COMPENSATION ACT—INJURY AGGRAVATING PREVIOUSLY EXISTING DISEASE.—The claimant broke his leg bone while engaged in a hazardous occupation in the employ of the defendant. He was previously afflicted with congenital syphilis, and the accident so aggravated the disease that he became totally blind. *Held,* that the claimant was not entitled to compensation for permanent total disability due to loss of eyesight, but only to compensation for the period during which the leg was disabled. *Borgsted v. Shults Bread Co.* (1917, App. Div.) 167 N. Y. Supp. 647.

Two judges dissented, in spite of the statement of Woodward, J., for the majority that "the purpose of the Workmen's Compensation Law was not to abrogate the divine law that the 'sins of the fathers shall be visited upon the sons, even to the third and fourth generation.'"

WORKMEN'S COMPENSATION ACT—INJURIES "ARISING OUT OF AND IN THE COURSE OF EMPLOYMENT"—EMPLOYEE INJURED WHILE ASLEEP.—The claimant was employed as a driver. After working on his wagon for several hours in cold weather he came inside and sat down near the boiler to wait until an adjacent